OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(F)(1)(C)

Resolution No: R-333-08

Subject: Lease Agreement at Joseph H. Davis Center for Forensic Pathology
One Bob Hope Road, Suites 212, 213, 214, and 215, Miami
with the University of Miami, School of Medicine
Property # 3135-05-03

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of a Lease Agreement, for $1.00 per year, at the Joseph H. Davis Center for Forensic Pathology located at One Bob Hope Road, Suites 212, 213, 214, and 215, Miami, with the University of Miami, School of Medicine, for premises to be utilized for histopathological services and tissue processing, including preparation, and staining and labeling of microscopic slides. The Lease has been prepared by the General Services Administration at the request of the Medical Examiner.

PROPERTY:	Joseph H. Davis Center for Forensic Pathology One Bob Hope Road, Suites 212, 213, 214, and 215, Miami
COMMISSION DISTRICT:	3
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Miami-Dade County
PROPOSED TENANT:	University of Miami, School of Medicine a Not-for-Profit Corporation
COMPANY PRINCIPALS:	Donna E. Shalala, President/Director Stanley H. Arkin, President Thomas J. LeBlanc, Vice President Aileen Ugalde, Vice President
OWNER'S TRACK RECORD:	This lease is with the University of Miami.
USE:	1,554 square feet of air-conditioned laboratory and office space.

JUSTIFICATION:	The University of Miami, School of Medicine has the need to continue utilizing this facility for its histopathological services and tissue processing, including preparation, staining, and labeling of microscopic slides. The University of Miami provides free consultation on histopathological services to the medical examiner. In turn, the County provides building services and equipment. The University of Miami, School of Medicine has been in this building since 1988.
LEASE TERM:	Five (5) years with two additional five-year renewal option periods.
EFFECTIVE DATES:	Commencing upon approval by the Board of County Commissioners and terminating five years thereafter.
LEASE CONDITIONS:	Full service lease. The County is responsible for all utilities, heating, ventilating and air conditioning system (HVAC) maintenance and repairs; interior and exterior structure of the building, plumbing and electrical lines. The Tenant is responsible for its telephone service and sanitizing the interior of the demised premises.
RENTAL RATE:	$1.00 per year.
CANCELLATION PROVISION:	The County may automatically cancel should Tenant violate any conditions as stipulated in Article XVI, "Cancellation." Tenant shall have the right to cancel at any time by giving at least sixty (60) days written notice prior to its effective date.
CURRENT LEASE:	The current lease was approved by the Board on February 3, 1998, by Resolution No. R-110-98. The lease commenced on February 7, 1998 for five (5) years with one (1) additional five-year renewal option period. Due to the fact that the University of Miami did not return the executed lease agreement to the County until February 7, 2008, staff was unable to submit it to the Board for approval prior to the expiration date. However, the lease is on holdover until such time as the Board approves the new lease agreement.
MONITOR:	Margaret Araujo, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or his designee to execute a lease agreement with the University of Miami, School of Medicine, exercise the cancellation provision, and exercise two additional five-year renewal option periods.

Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(C)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(C)
4-8-08

RESOLUTION NO. R-333-08

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT JOSEPH H. DAVIS CENTER FOR FORENSIC PATHOLOGY, ONE BOB HOPE ROAD, SUITES 212, 213, 214, AND 215, MIAMI, WITH THE UNIVERSITY OF MIAMI, SCHOOL OF MEDICINE, FOR PREMISES TO BE UTILIZED AS A HISTOPATHOLOGICAL LABORATORY AND STORAGE OF TISSUE; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the University of Miami, School of Medicine is a registered Not-for-Profit Corporation, organized for the purpose of servicing the public and county agencies with histopathological laboratory services, tissue processing and storage; and

WHEREAS, the University of Miami, School of Medicine desires to lease certain County-owned property located at the Joseph H. Davis Center for Forensic Pathology, One Bob Hope Road, Suites 212, 213, 214 and 215, Miami for histopathological laboratory and storage of tissue; and

WHEREAS, the County is satisfied that the University of Miami School of Medicine does require a County-owned property for such use and the property is not otherwise needed for County purposes; and

WHEREAS, this Board further desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Lease Agreement between Miami-Dade County and the University of Miami, School of Medicine, a Florida Not-for-Profit Corporation, in substantially the form attached hereto and

made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Barbara J. Jordan and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	absent
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Kay Sullivan
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MR

Monica Rizo

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2008, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD," which operates and maintains the Miami-Dade County Medical Examiner's Department, and the UNIVERSITY OF MIAMI, SCHOOL OF MEDICINE, a Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

***WITNESSETH*:**

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the demised premises described as follows:

Approximately 1,554 square feet of air-conditioned laboratory and office space located at the Joseph H. Davis Center for Forensic Pathology, One Bob Hope Road, Room No. 212, 213, 214 and 215, Miami.

TO HAVE AND TO HOLD unto said TENANT for a term of Five (5) years, commencing upon approval of the Board of County Commissioners and terminating Five years thereafter, for and at a annual rental of One Dollar and 00/100 ($1.00) payable in advance on February of every year to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing.

7

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
TERMS AND CONDITIONS OF THE DEMISED PREMISES

The area of the demised premises shall be used by TENANT to operate a School of Medicine. As a condition of this lease, TENANT shall submit offers, as requested by the Medical Examiner's Department to perform all the Medical Examiner's Department's histopathological services to the Medical Examiner at least at the same price (adjusted only for actual increased costs) and same level of quality as presently performed under Bid No. 0287 dated January 1, 1986. In no event shall TENANT offer its services to the Medical Examiner's Department at a price higher than that at which it provides services to any other governmental entity, excluding the cost of consultation services. Such services include the prompt supply on an as needed basis of the total needs of the Medical Examiner's Department for histopathological processing of tissue provided by the Medical Examiner's Department, including logging in tissue, preparing microscopic slides, staining slides, (including special staining as requested), labeling slides and immediate delivery to the Medical Examiner's Department.

In addition, TENANT shall provide upon oral or written request, free consultation services to the Medical Examiner's Department regarding histopathological services on a priority basis.

If TENANT does not comply in any way with the provisions set forth above in Article I, "Terms and Conditions of the Demised Premises," such event shall not be construed as a breach of this agreement and LANDLORD's sole remedy, which it may implement at any time following TENANT's non-compliance, shall be a right to terminate this Lease Agreement upon thirty (30) days written notice to TENANT; LANDLORD shall not have any action for damages or otherwise due to such non-compliance by TENANT, provided TENANT vacates the leased premised in accordance with the notice and the other terms of this lease.

TENANT agrees to provide all the necessary equipment and to hire and supervise all the necessary personnel to maintain and operate the services described in the preceding paragraph.

LANDLORD will provide building services and equipment as specified hereinafter, with the full

understanding that temporary failure to furnish such services or temporary failure of such equipment shall give TENANT no claim for damages.

For purposes of this paragraph, the term "temporary" is defined as follows:

Services – failure to provide janitorial and maintenance services as defined in Article V, "Maintenance" of the Lease Agreement for a period not to exceed five (5) working days.

Mechanical Failure – Failure to repair emergency breakdowns within forty-eight (48) hours or restore mechanical equipment to working order for a period not to exceed ten (10) working days.

In the event of temporary failure of building services or temporary equipment failure, if TENANT demonstrates such failure interferes with TENANT's operations, TENANT shall be excused from providing the services described in paragraph 1. of this Article until such failure is repaired.

ARTICLE II
USE OF DEMISED PREMISES

The demised premises shall be used by TENANT solely for the purpose of operating a Histopathology Laboratory.

Nothing contained herein, either directly or by interpretation is intended to grant TENANT any right, for any reason whatsoever, to any additional space or alternate use within the Leased Premises, except for storage space that may be required to store hazardous and volatile chemicals necessary for the operation of the Histopathology Laboratory. Such materials will be stored in the building's storage area at no cost to TENANT.

TENANT can make appropriate and consistent use of the Leased Premises only for research, training, and/or provision of similar histopathological services to others, provided such activities are lawful and do not interfere with the complete, orderly and timely rendering to LANDLORD of the services described in Article I, "Terms and Conditions of Demised Premises."

TENANT's employees may utilize the lounge, kitchen and meeting room facilities, in accordance with LANDLORD's general rules for employee use of such facilities. LANDLORD shall furnish TENANT a copy of said rules prior to commencement of this Lease Agreement.

All portable equipment and property moved onto LANDLORD's premises shall remain the property of the TENANT. Major equipment moved onto the LANDLORD's building by the TENANT that is affixed to the demised premises shall remain the property of the TENANT with right of removal. However, TENANT shall be responsible for any change in or damage to LANDLORD's building resulting from moving such equipment and property into, within, or out of LANDLORD's building. All such equipment and property is placed in the Leased Premises at the risk of TENANT and LANDLORD shall not be liable to TENANT for any damage to such equipment or property unless caused by or due to negligence by the LANDLORD, it s agents or employees.

ARTICLE III
CONDITION OF DEMISED PREMISES

Tenant hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE IV
UTILITIES AND CUSTODIAL SERVICES

The TENANT, during the term hereof, shall pay for all charges of its telephone services, installation and maintenance. The LANDLORD during the term hereof, shall pay for all charges for water, electricity, used by the TENANT. The LANDLORD shall provide janitorial and custodial services for the interior of the demised premises and all common areas, trash pick-up, except bio-degradable tissue, materials, fluids and chemicals that require professional removal and/or incineration. TENANT shall be responsible for disinfecting and sanitizing floors, sinks, counters, wash-up stations as well as splash and spills of any body fluids and chemicals utilized in Histopathological procedures or related laboratory work conducted in the demised premises. TENANT shall be responsible for the removal in compliance with legal requirements, including maintaining all records required to demonstrate such compliance, of all chemical and body fluids and other regulated pollution sources from the demised premises. LANDLORD shall not be liable in any way for TENANT's failure to comply with any legal requirements for removal of such pollution sources.

ARTICLE V
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building, except that required as a result of TENANT's negligence which LANDLORD will perform at TENANT's expense.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the demised premises. TENANT shall be responsible for and shall repair any damage caused to the demised premises as a result of TENANT or TENANT's agents, employees, invitees, or visitors use of the demised premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE VI
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the demised premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the demised premises) shall be and remain a part of the demised premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VII
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenantable or unfit for the purpose

of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage and if the damage shall be so extensive as to render the Demised Premises untenantable, but capable of being repaired within thirty (30) days, the damage should be repaired with due diligence by the LANDLORD at his own cost and expense. In the event the said premises are completely destroyed by fire, windstorm or other casualty, or so damaged that it will remain untenantable for more than thirty (30) days or completely destroyed, the LANDLORD shall be under no obligation to repair and reconstruct the Demised Premises and this Lease Agreement shall cease and terminate and all adjustments which are proper shall be made accordingly. If either the Leased Premises or the leased building are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such demised premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said demised premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the demised premises so that they equal the condition of the demised premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the demised premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE VIII
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE IX
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said demised premises. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE XI
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

LANDLORD does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28 of the Florida Statutes, from any and all claims, judgments, liabilities, losses and cause of action which may arise solely as a result of the negligence of LANDLORD. However, nothing herein shall be deemed to indemnify the TENANT from any liability or claim arising out of the negligent performance of the TENANT or any unrelated third party.

ARTICLE XIV
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI
CANCELLATION

CANCELLATION By LANDLORD: The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the TENANT.

2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after fourteen (14) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.

E. LANDLORD through its County Manager or his designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least sixty (60) days written notice prior to its effective date.

CANCELLATION By TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least sixty (60) days written notice prior to its effective date.

ARTICLE XVII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for two (2) additional five-year renewal option periods upon the same terms and conditions, by giving LANDLORD notice in writing at least one hundred twenty (120) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XVIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

LANDLORD:

Real Estate Management Section
Real Estate Development Division
General Services Administration
111 N.W. First Street, Suite 2460

TENANT:

University of Miami Real Estate Office
1535 Levante Avenue, Room 208
P.O. Box 248106
Coral Gables, Florida 33146-2820

with a copy to:
University of Miami Sterile Autopsy Center
One Bob Hope Road
Suite M-127-133
Miami, Florida

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, to comply with the terms of this Lease Agreement.

Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XIX
INSURANCE

Prior to occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Public Liability Insurance, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.

B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than $300,000 combined single limit for bodily injury and property damage.

C. Workman's Compensation Insurance as required by Chapter 440, Florida Statues.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of TENANT under this Lease Agreement.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "A" as to management, and no less than "Class VI" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

ARTICLE XXI
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXII
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXIII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for an additional fifteen (15) days, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by

such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIV
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the County.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXV
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month. In

the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXVI
GOVERNING LAW

This agreement, including any exhibits, or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXVII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

UNIVERSITY OF MIAMI
SCHOOL OF MEDICINE

WITNESS

By: _____
Larry Marbert
Vice-President for Real Estate and Facilities

(TENANT)

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Carlos Alvarez
County Mayor

(LANDLORD)